

CITY OF LIVERMORE, CALIFORNIA

REQUEST FOR QUALIFICATIONS

CONSULTANT SERVICES FOR SOLID WASTE, RECYCLING, AND COMPOSTABLES COLLECTION

A. INTRODUCTION:

The City of Livermore is seeking qualifications for professional services to assist with the preparation of the Request for Proposals (RFP) for Solid Waste, Recycling and Compostables Collection services.

The City of Livermore has a population of approximately 81,443 and is located in eastern Alameda County. The current City boundaries comprise approximately 24 square miles.

The City's preliminary 2006 diversion rate is 63%. To be consistent with the county-wide goal of 75% diversion, the City of Livermore has established a goal to achieve a solid waste diversion rate of 75% by 2015. A key objective of the RFP will be to encourage innovation and implement cutting-edge programs to achieve the City's stated goal.

The City currently has a franchise agreement with Waste Management of Alameda County for the collection of solid waste, recyclable, and compostable materials. The base term of the franchise agreement expires June 30, 2009 with an option for three, one-year extensions. Garbage service is mandatory in the City of Livermore and customers are billed by the hauler. The City has a long-term disposal contract with Republic Services Vasco Road Landfill that expires December 31, 2023.

The residential customer base is comprised of approximately 24,564 homes receiving individual single-family service. Typical residential service includes weekly collection of solid waste, recycling, and compostables (including food waste). Residents also have access to curbside used oil collection (no filters) and three on-call pickups per fiscal year.

Multi-family units are serviced by either front-load bins and/or carts depending on the size, configuration, and location of the complex.

There are approximately 1,610 commercial accounts in the city of Livermore. Commercial solid waste and drop box services are part of the overall franchised waste for the City. Commercial recycling services are included in the commercial rates. Commercial food waste recycling is available at a discounted rate for

qualified customers. Construction and demolition debris is excluded from the franchise agreement and can be collected for recycling by City-permitted contractors.

Tonnages associated with these programs are listed below.

City of Livermore Tonnages 2007			
	Solid Waste	Recycling	Compostables
Single-Family Residential	18,278.48	11,173.49	15,625.67*
Commercial and Multi-Family	23,521.17	2,822.82	728.84**
Roll-Off and Compactor Service	6,758.38	148.36	2,761.75
Residential On-Call Clean-Ups	778.45	N/A	86.16

*Residential food waste is comingled with green waste.

**Commercial only.

A copy of the current franchise agreement and amendments is available via email request sent to jaerlandson@ci.livermore.ca.us

B. SCOPE OF SERVICES:

1. SERVICES DESIRED:

The following is a preliminary scope of work to be utilized in submitting a response.

I. Review of Current Solid Waste and Recycling Contract

The Consultant will review the current franchise agreement and any related amendments, correspondence, and staff reports. The Consultant will suggest any improvements to services or new technologies to include in the RFP.

II. Identification of Elements to Be Included In RFP

The Consultant will work with City Staff to identify key elements to be included in the RFP. This effort should reflect changes in the solid waste and recycling industry, as well as a cost effective means of meeting all

responsibilities under State Law. The consultant will also be expected to work with staff from Stopwaste.org in the identification of recycling goals and language for the RFP. Key elements of the proposed RFP will need to be submitted to the City Council for their concurrence.

III. Development of the Request For Proposal

The Consultant will be responsible for preparing the RFP document based upon input and direction from the City. The RFP may be structured with "alternates" or "options" in order to evaluate the cost/benefit of different services.

IV. Circulation of the RFP

The Final RFP will be circulated as directed by the City. The Consultant will be requested to assist with responses to inquiries during this process.

V. Evaluation of Proposals

The Consultant will assist with the evaluation and comparison of proposals and the development of a recommendation to the City Council.

VI. Negotiation of Agreements

The Consultant will assist with the negotiation of a final franchise agreement for collection services, to be presented to the City Council. The agreement will need to address the services to be provided including performance measurements and methodology for cost adjustments.

VII. Ongoing Contract Support

The City may amend the professional services contract awarded as a result of this RFQ to include ongoing support services for the term of the solid waste, recycling, and compostables collection contract. The scope of services may include contract compliance monitoring, rate and performance reviews, and special projects as assigned. No response to item VII is necessary at this time; further details will be announced at a later date.

2. MINIMUM QUALIFICATIONS OF CONSULTANT:

It is expected that the proposer will have experience with public sector projects of similar nature and scope. The successful proposer will demonstrate experience with a minimum of three municipally-directed RFPs pertaining specifically to solid waste and recycling services. Broad experience in conducting public sector rate reviews is highly desirable.

3. INSURANCE REQUIREMENTS:

The firm or individual selected to perform the work will be required to provide, with the contract, insurance and indemnification in the amount shown in Attachment A.

C. THE STATEMENT OF QUALIFICATIONS:

1. FORMAT AND REQUIREMENTS:

Statements of Qualifications shall be 8-1/2" by 11", with the pages numbered sequentially. 1" margins shall be provided on all pages. Statements shall be in a 12-point (or larger) font and may be single or double-spaced.

Four copies of the Statement of Qualifications shall be provided.

2. STATEMENT OF QUALIFICATIONS CONTENTS:

The Statement of Qualifications shall include the following:

- A. Describe the Firm's experience with public sector projects of a similar nature and scope. Emphasis should be placed on projects undertaken within the past three years.
- B. Identify all personnel who will be assigned to work on this project. Include brief summaries of their background and experience, as well as the assigned responsibilities for this project.
- C. Identify any sub-consultants and include the same information as section "B".
- D. Provide an indication of the time required for the completion of each major phase of the project. Any assumptions regarding turnaround time for City Staff or City Council review should be clearly noted.
- E. Provide references for your firm's three most representative projects, specifically RFPs related to solid waste and recycling collection services. Include the following:
 - 1) Name of public agency
 - 2) Name and title of contact person.
 - 3) Telephone number of contact person.
 - 4) Brief description of the project including start and completion dates and your firm's role in the project.
 - 5) The telephone number and contact names of private firms involved in the project.

3. PROJECT APPROACH:

Include a 2-3 page discussion describing your firm's approach to the RFP process. Detail your strategy and include any suggested contract elements, opportunities for improvement, and key process milestones.

D. THE PROCESS:

Submittal of a Statement of Qualifications: Four copies of each statement of qualifications shall be submitted to the attention of:

**Judy Erlandson
Public Works Manager
City of Livermore Public Works Department
3500 Robertson Park Road
Livermore, CA 94550**

by no later than 4:00 p.m. on Friday, July 18, 2008. Statements of qualification shall be submitted in a sealed envelope labeled:

STATEMENT OF QUALIFICATIONS: CONSULTANT SERVICES FOR
SOLID WASTE, RECYCLING, AND COMPOSTABLES COLLECTION

Statement of Qualifications Review: Statements of qualifications will be evaluated by a review board of City staff. Submittals will be evaluated according to project understanding by the consultant, and the qualifications of your firm in providing services of a similar nature and how relevant that experience is to this project. Selected firms will be notified in late July and will make a mandatory formal presentation to City staff on Friday, August 1, 2008.

Award: The top ranked party will be invited to enter into negotiations with City staff on the terms of a Consultant contract, based on a submitted proposal. The negotiations will occur in August of 2008. If a satisfactory agreement cannot be negotiated, then the same process will be undertaken with the next highest ranked party on this list until a satisfactory agreement can be reached. **The City reserves the right to not award a contract.** The City anticipates executing a contract in August of 2008 to provide services beginning in September of 2008. The City expects to present the recommended solid waste, recycling, and compostables collection service provider to the City Council within 8 to 12 months after the Contractor's start date.

The Consultant, as an independent contractor, will report to the City of Livermore Public Works Manager.

E. CONCLUSION:

If you have any questions, or need additional information, please contact Judy Erlandson at jaerlandson@ci.livermore.ca.us or (925) 960-8002.

Sincerely,

Judy Erlandson
Public Works Manager

Attachments: A – Professional Services Agreement
B – Conflict of Interest form

**Attachment A
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Livermore, a municipal corporation (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Consultant").

RECITALS

City requires the services of Consultant to (Scope of Work)

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and facilities necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon said warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below and subject to the terms and conditions contained in this Agreement.

2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. In no event shall Consultant, or its agents, representatives, employees, consultants, contractors or subcontractors be considered an officer, agent, servant or employee of City. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance of the services under this Agreement.

3. **Description of Services.** Consultant shall provide professional _____ services to _____ as more particularly set forth in Exhibit "A" attached hereto.

4. **Consultant's Responsibilities.** In the performance of services under this Agreement, Consultant shall:

(a) Diligently perform all services required under this Agreement and continuously furnish the necessary personnel to complete such services in a timely manner;

(b) Perform all services under this Agreement in a manner commensurate with industry, professional, and community standards;

(c) At its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted;

(d) Obtain and keep in effect during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession and to provide the services under this Agreement;

(e) Be readily available to the Project Manager to answer any and all questions, inquiries and correspondence from City or interested persons referred to Consultant by the Project Manager related to the performance of the services under this Agreement;

(f) Discuss and review all matters related to the performance of services under this Agreement with the Project Manager in advance of all critical decision points in order to ensure the work proceeds in a manner consistent with City goals and policies; and,

(g) Consultant shall keep and maintain records and invoices related to services provided under this Agreement for a minimum period of three (3) years from the date of final payment to Consultant, or for a longer period as may be required by law. Such records and invoices shall include, but not be limited to, financial records, time sheets, work progress reports, bills and project records. All such records and invoices shall be clearly identifiable, and organized in a reasonable manner.

(1) Consultant shall make such records and invoices immediately available to City upon delivery of a written request to examine, audit, or copy such records and invoices.

(2) Within three (3) business days of the delivery of a written notice by the Project Manager, Consultant shall prepare and submit a written report to City identifying the work in progress, charges incurred to date, and the anticipated cost of completion.

- (3) Consultant shall give City thirty (30) days written notice of its intent to destroy or otherwise dispose of the records and invoices to allow City an opportunity to take possession.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for services described in this Agreement **SHALL NOT EXCEED** the sum of \$_____ (hereinafter "not to exceed amount"), except for such extra services as may be authorized pursuant to Section 6 below. Compensation shall be earned as provided in Exhibit "A."

(b) City shall pay Consultant no later than 30 days after City receives and verifies a written invoice from Consultant in a form satisfactory to the Project Manager. At a minimum, Consultant's invoice shall contain a description of the services performed and/or the specific task completed from Exhibit "A". Consultant shall not submit invoices to City more frequently than once a calendar month.

(c) The compensation set forth in this Agreement shall constitute the total compensation for all costs of the services provided by Consultant, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, typing, duplication, computer time, and any and all other costs, expenses, and charges incurred by Consultant, its agents and employees to provide the services described in this Agreement.

6. Extra Services. Consultant shall provide, and City shall pay for, such extra services agreed to in writing by the parties that are not reasonably included within the services described in Section 3 above. The total cumulative compensation for all extra services under this Agreement shall not be more than 10% of the not to exceed amount.

7. Term. The term of this Agreement shall commence on _____, 20____ and shall terminate upon the earlier of the completion of the services or _____, 20____, whichever occurs first.

8. Termination by City. Upon thirty (30) calendar days written notice to Consultant, City may terminate any portion or all of the services described in this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble all work in progress for the purpose of winding up the terminated services. All compensation for actual work performed and charges outstanding at the time of termination shall be payable in accordance with Section 5(b) above.

9. No Assignment. No portion of this Agreement shall be assigned or subcontracted by Consultant without City's express written consent. The term "assignment" shall include any sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or party to a joint venture, which results in a change of control of Consultant. Control means fifty percent or more of the voting power, or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

10. Project Manager. Consultant's services under this Agreement shall be performed under the general direction of and coordination with City's "Project Manager," _____, or such person as the City may designate.

11. Ownership of Documents. All drawings, designs, data, photographs, reports and other documentation prepared or obtained by Consultant in the performance of the services contemplated by this Agreement shall be the property of City and shall be delivered to City upon demand.

12. Confidentiality. Consultant shall not disclose confidential or proprietary information or knowledge received directly or indirectly from City to anyone other than Consultant's employees necessary to perform the services described in this Agreement. This obligation shall survive termination and remain in full force and effect until the records kept and maintained pursuant to Section 4(g)(3) above, and any copies thereof, are destroyed or returned to City.

13. Hold Harmless and Indemnity. Consultant agrees to defend, indemnify and hold City, its elected officials, officers, directors, employees, agents and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and/or court costs, arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents and designated volunteers.

In addition to the above indemnification obligations, Consultant shall correct, at its own expense, all errors in the services provided. Should Consultant fail to make such correction in a timely manner, City shall make the correction and charge the cost thereof to Consultant.

14. Insurance. For the duration of this agreement, Consultant shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit "B" attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work to provide the services described in this Agreement by Consultant, its

agents, representatives, or employees. Consultant agrees to comply with any changes in the amounts and terms of such insurance as may be required from time to time by the City's Risk Manager, upon reasonable written notice.

15. Acceptance of Final Payment. Consultant's acceptance of final payment made under this Agreement, by negotiating City's check or otherwise, shall release City from all claims and liabilities for compensation under this Agreement.

16. Acceptance of Work. The approval, payment and/or acceptance of the work or services performed under this Agreement by City, shall not constitute or be deemed a release of the responsibility or liability of Consultant, its agents, employees, consultants, contractors, and/or subcontractors for the accuracy and competency of the services performed and/or information provided under this Agreement; nor shall such action be deemed an assumption of Consultant's responsibility or liability by City for any defect or error in Consultant's services.

17. Waiver; Remedies. A party's failure to insist upon the strict performance of any provision of this Agreement by the other party ("breaching party"), irrespective of the length of time for which such failure continues, shall not constitute a waiver of the non-breaching party's right to demand strict compliance in the future. A waiver shall not be effective or binding unless made in writing by the non-breaching party, and may not be implied from any omissions by the non-breaching party. A written waiver shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

All of the remedies permitted or available under this Agreement, or at law or in equity, shall be cumulative and alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right of remedy.

18. Notice. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: _____
 City Administration Building
 City of Livermore
 1052 S. Livermore Avenue
 Livermore, California 94550

TO CONSULTANT: _____

Either party may change such address or contact person by written notice by registered mail to the other.

19. Conflict of Interest. Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business by any City employee or official.

If any of the services described in this Agreement are to be paid by reimbursement from and through an agreement between City and a developer or a City franchisee, Consultant warrants that it has not performed any work for the identified developer or franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that developer or franchisee during the term of this Agreement.

20. Economic Disclosure. Upon City's determination the services described in this Agreement involve making, or participation in making, decisions which may foreseeably have a material effect on a financial interest, Consultant and/or any of its employees identified by City shall prepare and file an Economic Disclosure Statement(s) consistent with City's local conflict of interest code and the Political Reform Act.

21. Construction of Language. The provisions of this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Agreement shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Agreement and an attachment hereto, the language of the Agreement shall control.

22. Non-Exclusive Agreement. City reserves the right to engage other consultants in connection with the services described in this Agreement.

23. Entire Agreement. This Agreement, including the attachments hereto, supersede any other agreements, either oral or written, between the parties with respect to the described services, and this Agreement contains all of the covenants and agreements between the parties with respect to said services. Any modification to this Agreement must be in writing and signed by both parties.

24. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

CONSULTANT:

By:
Title:

CITY OF LIVERMORE

Linda Barton
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Coverage, Amounts and Terms

EXHIBIT B

INSURANCE COVERAGE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable:
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability:
\$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City of Livermore. At the option of the City of Livermore, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Livermore, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City of Livermore guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Livermore.

Verification of Coverage

Consultant shall furnish the City of Livermore certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete, certified copies of all insurance policies required by this section.

Attachment B
CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name of specific person doing work if known).

Contract/Project Title.

Brief Description of work to be done, or final product, and how it will be used.

Is the Consultant performing work of a type and/or nature that could or would otherwise be done by a designated employee in your Department identified in the City of Livermore Conflict of Interest Code? If YES, please identify the title for the designated employee: _____.

Completed by Department Head

Signature: _____

Date:

City Attorney Determination:

Disclosure: ☐ None ☐ Category 1 ☐ Category 2 ☐ Category 3
☐ Category 4

Name and address of each individual subject to reporting requirements:

Comments:

Signature: _____ Date: _____
Assistant/City Attorney

¹ This guidance is derived from Fair Political Practices Commission publication entitled, *Can I Vote? An Overview of a Public Officials' Obligations Under the Political Reform Act's Conflict-of-Interest Rules* and is available on the FPPC's website at www.fppc.ca.gov/library/CanIVote7-05.pdf.

The appropriate category is dependent upon the type of work being performed and shall be the same as the category for the designated employee identified in the City of Livermore Conflict of Interest Code which could or would have otherwise done the work, or Category 1 for any Consultant that makes, participates in making, or influences decisions.

Making, Participating in Making, of Influencing a Governmental Decision:

In answering the question whether a Consultant is making, participating in making, or influencing a governmental decision, the following guidance is provided¹:

A Consultant is subject to the conflict-of-interest disclosure requirements when he or she:

Makes a governmental decision (for example, by voting or making an appointment)

Participates in making a governmental decision (for example, by giving advice or making recommendations to the decision maker)

Influences a governmental decision by communicating with the decision maker.

A good rule of thumb in deciding whether a Consultant's work constitutes making, participating in making, or influencing a governmental decision is to determine whether the Consultant is exercising *discretion* or *judgment* with regard to the decision. If so, the Consultant is subject to disclosure.

Category 1 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant is a director, officer, partner, trustee, employee or holds any management position.

Category 2 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant holds a management position if the business entity engages in land development, construction, the provisions of architectural, engineering or other services in connection with construction, the manufacture or sale of electrical, plumbing or other products used in construction; the acquisition or sale of real property of financing of land acquisition, development or construction.

¹ This guidance is derived from Fair Political Practices Commission publication entitled, *Can I Vote? An Overview of a Public Officials' Obligations Under the Political Reform Act's Conflict-of-Interest Rules* and is available on the FPPC's website at www.fppc.ca.gov/library/CanIVote7-05.pdf.

Category 3 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant holds a management position if the business entity is of the type which contracts with the City of Livermore to provide services, supplies, materials, machinery or equipment.

Category 4 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant holds a management position if the business entity is of the type which contracts with the designated employee's department.